
REQUEST FOR PROPOSALS

STATEWIDE ENVIRONMENTAL SERVICES

SBC NUMBER: 529/000-03-2008

STATE OF TENNESSEE

Department of Finance and Administration



28 May 2008



STATE OF TENNESSEE
Department of Finance and Administration

REQUEST FOR PROPOSALS
for
Statewide Environmental Services

SBC NUMBER: 529/000-03-2008

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1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the Owner, has issued this Request for Proposals (RFP) to define the Owner's minimum service requirements; solicit proposals; detail proposal requirements; and outline the Owner's process for evaluating proposals and selecting the Environmental Services Contractor.

Through this RFP, the Owner seeks to procure the best services at the most favorable, competitive prices and to give all qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises opportunity to do business with the Owner.

The State wishes to draw on the Proposer's capabilities and experience to deliver Environmental Services to be utilized by the State at various facilities and locations statewide.

1.2 Range and Types of Service

The Environmental Services work generally consists of, but is not limited to, professional environmental consulting, monitoring, response, investigation, assessment, and remediation services as the State may require and concerning compliance with local, state, and federal laws, regulations, and rules including CFR Title 40, TCA Title 68, and TDEC Rules 1200.

The expected minimum types of services include, but are not limited to, the following:

- 1.2.1 Environmental Site Assessments
 - a. ASTM Standard 1527 Phase I Environmental Site Assessments (ESAs)
 - b. Phase II ESA and Baseline Environmental Assessments (BEAs)
 - c. NEPA Assessments
- 1.2.2 Geologic and Hydrogeologic Investigations
 - a. Geoprobe and Hollow Stem Auger Sampling and Testing of Soil, Vapor, and Water
 - b. Aquifer Characteristic Testing
 - c. Water Supply and Wellhead Protection
 - d. Wetland Assessments
 - e. Steady State and Dynamic Computer Modeling
- 1.2.3 Hazardous Chemical Storage Management
 - a. USTs, ASTs, and Drums Compliance
 - b. Identification, Management, Transportation and Disposal
 - c. Emergency Response Spill Cleanup
- 1.2.4 Remedial Investigations and Feasibility Studies
 - a. Geophysical, EMF/EMI, Sound Surveys
 - b. Site Characterization, Data Evaluation, and Remedial Alternative Selection
 - c. Vadose and Saturated Zone to Determine Applicability of Remedial Alternatives
 - d. Treatability Studies
 - e. Economic Comparison and Evaluation
 - f. Site Specific and Generic Risk Assessments
- 1.2.5 Corrective Action Plan Design & Implementation
 - a. Corrective Action Plan Preparation
 - b. Engineering Plans and Drawings
 - c. Remediation System Installation, Operation and Maintenance
 - d. Sampling and Analysis Programs
 - e. Long Term Monitoring and Closure Reporting
 - f. Remediation System Recycling, Reuse, or Abandonment
- 1.2.6 Environmental / Health & Safety Regulatory Compliance Audits
 - a. Environmental Regulatory Compliance Consulting
 - b. RCRA & CERCLA
 - c. Storm water Pollution Prevention Plans
 - d. SPCC Plans
 - e. SARA Title III
 - f. OSHA

- 1.2.7 Industrial Hygiene and Air Quality
 - f. Mold Inspections and Sampling
 - g. Mold Abatement Plans and Specifications
 - h. Mold Abatement Monitoring and Post Abatement Clearance Sampling
 - i. Indoor Air Sampling
 - j. Asbestos Inspections and Sampling
 - k. Asbestos Abatement monitoring
 - l. Asbestos Operation and Maintenance Plans
 - m. Post Abatement Clearance Sampling
 - n. Lead Inspection and Sampling
 - o. Radon Testing
- 1.2.8 Permitting Services
 - a. NPDES, ARAP, APC, SWM Permits
 - b. Storm Water Master Plans
 - c. Point Source Air Emissions
- 1.2.9 Environmental Related Design and Construction
 - a. Soil and Groundwater Treatment Systems
 - b. UST/AST System Installation, modification, and Closure
 - c. Erosion Control Systems
 - d. HazMat Specification
 - e. Construction Oversight and Documentation
- 1.2.10 Information Management
 - a. Task tracking
 - b. Property data maintenance
 - c. Contract accounting

Proposers should present their capabilities for performing the types of service and managing these diverse requirements in the appropriate sections of their Proposals.

A *pro forma* Contract is included in this RFP. Section A of the *pro forma* Contract presents the contractual scope the State will require of a successful Proposer in providing and/or delivering the types of service listed above. The *pro forma* Contract also includes terms and conditions required by the State.

1.3 Amount of Environmental Work

Environmental services will involve capital facilities and properties owned by the State. The amount of work is an indefinite quantity and will be determined based on the State's need and the amount of funding available on an annual basis. At the issue date of this RFP, about 130 tasks are ongoing Statewide that cover the range and type of services listed above.

Utilize "Contract Approach," *Proposal and Evaluation Guide*, Section C.1, to address the following capabilities:

- 1.3.1 Multiple Tasks. Based upon prior years' task-loads the Contractor will be required to work multiple tasks and locations simultaneously across the State.
- 1.3.2 Expediency. The Proposal shall demonstrate adequate quantity and allocation of resources to address the State's needs in an effective, timely, and cost-efficient manner.
- 1.3.3 Coverage. Statewide distribution of, location(s) of, and/or access to professional staff, technical staff, and equipment shall be demonstrated in the Proposal.
- 1.4 **Subcontractors**

The State intends to contract a single firm or business entity. A Proposer may engage subcontractors to provide specific environmental work or services.

 - 1.4.1 The Successful Proposer as Contractor will manage all operations, and function as the primary contact for the State's Contract Administrator for Environmental services.
 - 1.4.2 Subcontractor firms that the Proposer intends to utilize in specific regions or for specific services are to be identified along with a description of the scope, type, and/or portions of work or service the subcontractor would perform.
 - 1.4.3 Any firm named as a subcontractor to a Proposer is prohibited from submitting a Proposal as a Proposer.

1.5 Location of Office

The Successful Proposer as Contractor is required to have full-time staff representation in Nashville, Tennessee, dedicated to servicing this Contract. A Proposer demonstrating resources located elsewhere in the State that would benefit the implementation of this statewide program would be considered as highly advantageous to the State.

1.6 Contract Duration

The State intends to enter into a contract with an initial period of two years. Contract Term dates will be specified at time of Contract execution. See *Pro Forma* Contract.

1.7 Rate Adjustment

A Rate Adjustment will be implemented annually for the duration of the Contract for all rates included in the Contract resulting from this Request for Proposals. This Contract shall become eligible for the rate adjustment effective at the close of each year of contract term. The rate adjustment shall come into effect by a written amendment to this Contract.

The rate adjustment shall be by a percentage equal to eighty-five percent (85%) of the change in the Implicit Price Deflator for State and Local Government.

1.8 Letter of Intent to Propose

A letter indicating a Proposer's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator no later than the deadline date detailed in RFP Schedule of Events.

Letters of Intent to Propose delivered by facsimile transmission should be followed by sending the original *Letter of Intent to Propose* to the RFP Coordinator via U.S. Mail on the same date.

The *Letter of Intent to Propose* shall be submitted on company letterhead, with the following information clearly stated:

- Proposer Name
- Name and Title of Proposer Main Contact
- Address, Telephone Number, Facsimile Number, and E-Mail Address of Proposer Main Contact
- Signed Statement of Intent to Propose

NOTE: Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a Proposer's receipt of RFP amendments and other communications regarding the RFP.

1.9 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a Proposal as required before the deadline shall cause the Proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual Proposal receipt by the State.

Late Proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered verbally, by facsimile transmission, or by other telecommunication or electronic means.

1.10 RFP Communications

- 1.10.1 The Owner has assigned the following RFP identification number for referencing in all communications regarding the RFP: SBC No. 529/000-03-2008
- 1.10.2 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

- 1.10.3 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the State of Tennessee's only official point of contact for this RFP.

Howard Symons, NCARB, AICP
RFP Coordinator
Department of Finance and Administration
W. R. Snodgrass Tennessee Tower, Suite 2200
312 Eighth Avenue North
Nashville, Tennessee 37243
Telephone: 615-741-6146
FAX: 615-741-6191
Howard.Symons@state.tn.us

1.11 Licensure

Proposers shall be familiar with the laws governing the soliciting, award, and performance of this Contract. A contract will not be awarded to a Proposer whose proposal is in conflict with State of Tennessee law.

1.12 Professional Liability Insurance

The Owner will require the successful Proposer to provide proof of Professional Liability Insurance (PLI) basic minimum coverage of \$500,000.00 before entering into a contract. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Owner shall be in form and substance acceptable to the Owner.

- Certificates shall name insured, producer, carrier(s), and the "State of Tennessee" as certificate holder, with the correct address of the Contracting Agency.
- The Certificate shall stipulate ten (10) days prior written notice to certificate holder in the event coverage is changed or renewed.
- If the Insured is a JOINT VENTURE, the certificate shall recognize the Joint Venture relationship, and the limit of liability for each member of the Joint Venture shall be not less than the required total limit divided by the number of members (firms).
- Values of all limits and deductibles need to be given in like units.

1.13 Pre-Proposal Conference

- 1.13.1 A Pre-Proposal conference at the time and date detailed in the Schedule of Events will be held at the

W. R. Snodgrass Tennessee Tower
Davidson Room, 3rd Floor
312 8th Avenue North
Nashville, Tennessee 37243.

NOTE: Pre-Proposal conference attendance is not mandatory. Those who attend and register their attendance will be notified of material changes or amendments to the RFP, if any. Business cards from all attendees

- 1.13.2 A maximum of three representatives for a Proposer are invited to attend. Allow sufficient time to locate vehicle parking at a commercial parking lot in the downtown Nashville area, and to obtain a Visitor's Badge at the 7th Avenue entrance Security Station on the east side of the building. All visitors must use this entrance, and each must show proper identification such as a valid Driver's License.
- 1.13.3 The purpose of the conference is to discuss the RFP scope of services and general process for submitting a proposal.
- 1.13.4 Verbal responses given at the Pre-Proposal Conference are considered tentative and non-binding on the Owner. In order to ensure accurate and consistent information, the Owner will, in accordance with the RFP Schedule of Events, publish official responses on the State webpage to all submitted written questions. Only written responses from the Owner will be official.

End of Section

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The Owner reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Owner will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Owner has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (all dates are State business days)
1. Owner Issues RFP		Wednesday 28-May-2008
2. Disability Accommodation Request Deadline		Tuesday 3-Jun-2008
3. Pre-proposal Conference	1:30 p.m.	Tuesday 10-Jun-2008
4. Notice of Intent to Propose Deadline		Monday 16-Jun-2008
5. Written Comments Deadline		Tuesday 24-Jun-2008
6. Owner Responds to Written Comments		Monday 30-Jun-2008
7. Proposal Deadline	2:00 p.m.	Tuesday 15-Jul-2008
8. Tentative Date for Proposer Interviews (if necessary)		Wednesday and Thursday 28 and 29-July-2008
9. State Building Commission Review and Approval of Proposer for Contract		Thursday 14-Aug-2008
10. Owner Issues Evaluation Notice and Opens RFP Files for Public Inspection		Friday 15-Aug-2008
11. Contract Signing and Contract Bond Deadline		Wednesday 27-Aug-2008
12. Anticipated Contract Start Date		Friday 3-Oct-2008

3 PROPOSAL REQUIREMENTS

Each Proposer shall submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

1.3 Proposal Form and Delivery

1.3.1 Each response to this RFP shall consist of a Credentials Proposal and a Cost Proposal.

1.3.2 Each Proposer shall submit one (1) original and eight (8) copies of the Credentials Proposal to the Owner in a sealed package that is clearly marked:

“Proposal in Response to RFP- 529/000-03-2008 -- Do Not Open”

1.3.3 Each Proposer shall submit one (1) Cost Proposal to the Owner in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 529/000-03-2008 -- Do Not Open”

1.3.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer shall clearly mark the outermost package:

“Contains Separately Sealed Proposal and Cost Proposals for RFP- 529/000-03-2008”

1.3.5 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

1.3.6 The Owner must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events.

Howard Symons
Real Property Administration
W. R. Snodgrass Tennessee Tower, Suite 2200
312 8th Avenue North
Nashville, TN 37243

3.2 Credentials Proposal

3.2.1 The Proposal and Evaluation Guide details specific requirements for developing and submitting a Proposal in response to this RFP. This guide includes business and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information (except what is specifically requested) shall be included in the Credentials Proposal submission. Inclusion of Cost Proposal amounts in the Credentials Proposal will make the Proposal non-responsive and the Owner will reject it.

3.2.2 Each Proposer shall use the Proposal and Evaluation Guide to organize, reference, and draft the Proposal. Proposers may utilize the Proposal and Evaluation Guide as a table of contents covering the Proposal (adding proposal page numbers as appropriate).

3.2.3 Proposers shall use the provided form *“Related Project History Form”* to submit example projects for qualifications and experience information.

3.2.4 Each proposal shall be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½” x 11” paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

3.2.5 The complete Proposal package should not exceed fifty (50) pages, excluding covers, tabbed dividers, résumés, appendices for exhibits and examples, and *“Proposal and Evaluation Guide”* pages.

3.2.6 All information included in a Proposal shall be relevant to a specific requirement detailed in the Proposal and Evaluation Guide. All information shall be incorporated into a narrative response to a specific requirement and clearly referenced.

3.2.7 Charts, lists, photos, and illustrations should be utilized only when appropriate or specifically requested. Any information not conforming to these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

- 3.2.7 The Owner may determine a Proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference information required by this RFP and the Proposal and Evaluation Guide.
- 3.2.8 The Owner may determine a Proposal to be non-responsive and reject it if the Proposal's narrative components fail to appropriately address/meet all of the requirements detailed in the Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal shall be submitted to the Owner in a sealed package separate from the Credentials Proposal. If a Proposer fails to submit a Cost Proposal as required, the Owner may determine the submitted Proposal package as non-responsive and reject it.
- 3.3.2 Each Cost Proposal shall be recorded on an exact duplicate of the Cost Proposal and Evaluation Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract utilized for the total contract period.
- 3.3.5 The Proposer shall sign and date the Cost Proposal.

4 PROPOSAL EVALUATION & CONTRACT AWARD

4.1 Evaluation Categories and Maximum Points

The Owner will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that may be awarded for each of these categories are detailed below.

- 4.1.1 Each category is weighted as follows, and one hundred (100) points is the maximum total number of points which may be awarded to a proposal:

Credentials Proposal	70 (maximum points possible)
- General Business Qualifications	<i>(pass/fail)</i>
- Qualifications & Experience	<i>(40 points possible)</i>
- Technical Approach	<i>(30 points possible)</i>
Cost Proposal	30 (maximum points possible)

- 4.1.2 The apparent successful Proposer selection will be a two-part process: a **Credentials Proposal** (containing Qualifications, Experience, and Technical Approach) and **Cost Proposal**.

Part One: There will be qualification of all Proposals. The Credentials Proposal must attain a combined score of fifty-three (**53**) or above in order for a Proposal to be qualified. The Credentials Proposal receiving the highest score will be allocated the maximum score of seventy (**70**) points. The Proposal Score will be used in the following formula to determine the points a Proposer will receive for the Credentials Proposal.

$$\frac{\text{Score for Proposal Being Evaluated}}{\text{Highest Scoring Proposal}} \times \text{Maximum Points} = \text{Proposal Points}$$

Part Two: Cost Proposals will only be considered for those Credentials Proposals that have achieved qualified status in Part One. The Cost Proposal containing the lowest cost will receive the maximum score of thirty (**30**) points. The proposed cost will be used in the following formula to determine the points a Proposer will receive for the Cost Proposal:

$$\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost for Proposal Being Evaluated}} \times \text{Maximum Cost Points} = \text{Cost Proposal Points}$$

The apparent successful Proposer will be identified by the qualified Proposal having the highest total combined score from Part One and Part Two.

End of Section

RFP GENERAL REQUIREMENTS

NONDISCRIMINATION

1.1 No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State of Tennessee's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.2 The Owner has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations .

Buddy Lea, Acting Title VI Coordinator
Department of Finance and Administration
William R. Snodgrass Tennessee Tower, Suite 1200
312 Eighth Avenue North
Nashville, Tennessee 37243
Telephone: (615) 741-6049

ASSISTANCE TO PROPOSERS WITH A DISABILITY

2.1 A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Schedule of Events.

RFP COMMUNICATIONS

3.1 Any verbal communications shall be considered unofficial and non-binding with regard to this RFP.

3.2 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the Owner by a deadline date shall not substitute for actual receipt of a communication or proposal by the Owner.

3.3. The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Schedule of Events.

3.4 The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The Owner's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

3.5 The Owner will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the Owner has received a Notice of Intent to Propose.

3.6 Only the Owner's official, written responses and communications shall be considered binding with regard to this RFP.

3.7 The Owner reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

3.8 Any data or factual information provided by the Owner, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer shall either: (1) independently verify the information; or, (2) obtain the Owner's written consent to rely thereon.

GENERAL RFP CONDITIONS AND CONTRACTING INFORMATION

4.1 Waiver of Objections. Each Proposer shall carefully review this RFP and all Attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the Owner no later than the Written Comments Deadline detailed in the RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made. Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the Owner, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation. The Owner reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the Owner will convey such amendment to the potential Proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, Attachments, and amendments. The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection.

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The Owner may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The Owner may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the Owner may reject such a proposal.

4.3.3 A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer shall not restrict the rights of the Owner or otherwise qualify a proposal. The Owner may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer shall not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Owner may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The Owner will reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Owner will consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The Owner will not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 any individual, company, or other entity involved in assisting the Owner in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.4 Waiver of Variances. The Owner reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the Owner waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the Owner may hold any Proposer to strict compliance with this RFP.

4.5 Incorrect Proposal Information. If the Owner determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.6 Proposal of Additional Services

4.6.1 If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the Owner. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

4.6.2 The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information.

4.6.3 If a Proposer fails to submit a Cost Proposal as required, the Owner will determine the proposal to be non-responsive and shall reject the proposal.

4.7 Assignment and Subcontracting

4.7.1 The Proposer awarded a contract pursuant to this RFP shall not subcontract, transfer, or assign any portion of the contract without the Owner's prior, written approval.

4.7.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the Owner and with the Owner's prior, written approval.

4.7.3 At its sole discretion, the Owner reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.7.4 Notwithstanding Owner approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.8 Joint Ventures If the Owner allows consideration of joint venture Proposals, and if a Proposer intends to submit a Proposal as a joint venture, then the following requirements shall apply:

4.8.1 For the purposes of this RFP, the Owner recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFP.

4.8.2 Each joint venture participant shall meet the licensure requirements stated in the RFP.

4.8.3 Each joint venture participant shall meet the insurance requirements stated in the RFP.

4.8.4 Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. The Owner will not recognize nor accept as a singular qualification, any combination of financial assets and resources from separate organizations or business entities submitting a Proposal in response to this RFP.

4.8.5 A sub-contractor to a Proposer is not a joint venture participant.

4.9 Right to Refuse Personnel At its sole discretion, the Owner reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.10 Service Location and Work Space. Management, performance, completion and delivery of the services pursuant to this RFP are to be as specified in the Pro Forma Contract. Working space on the Owner's premises may be available for contractor use in accordance with the pro forma contract or at the Owner's discretion.

4.11 Proposal Withdrawal. A submitted proposal can be withdrawn at any time up to the Proposal Deadline time and date detailed in the RFP Schedule of Events. To do so, a Proposer shall submit a written request, signed by a Proposer's authorized representative to withdraw a proposal.

After withdrawing a previously submitted proposal, a Proposer is eligible to submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments. Each Proposer is liable for all proposal errors or omissions. A Proposer shall not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Schedule of Events unless such is formally requested, in writing, by the Owner.

4.13 Proposal Preparation Costs. The Owner will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents.

4.14.1 Each proposal and all materials submitted to the Owner in response to this RFP shall become the property of the State of Tennessee.

4.14.2 Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the Owner.

4.14.3 Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

4.14.4 By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration. All service contractors with State of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the State is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

www.state.tn.us/finance/rds/ocr/sprs.html

4.16 Severability. If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Owner and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

PROPOSAL EVALUATION

5.1 Evaluation Process.

5.1.1 The proposal evaluation process is designed to award the contract to the Qualified Proposal having the highest total score.

5.1.2 The RFP Coordinator will use the RFP Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.1.3 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Technical Proposal and Evaluation Guide). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether:

(1) the proposal meets requirements for further evaluation; (2)

the Owner will request clarifications or corrections; or, (3) the Owner will determine the proposal non-responsive to the RFP and reject it.

5.1.4 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.

5.1.5 Each Proposal Evaluation Team member will evaluate each proposal against the evaluation criteria in this RFP, and will score each in accordance with the RFP Technical Proposal and Evaluation Guide.

5.1.6 The Owner reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion may be limited to specific sections of the proposal identified by the Owner. The subject Proposer shall submit any resulting clarification in writing as may be required by the Owner. (Also see RFP Cost Proposal section)

5.2 Presentations – Interviews. The Owner reserves the right to receive an oral presentation from, or conduct interviews with Proposers. Oral presentations and the number of firms interviewed are at the sole discretion of the Owner. Presentations or interviews will be scheduled by the Owner and included as a component of Technical Proposals.

5.3 Cost Proposal Review. After Technical Proposal evaluations are completed, (see Schedule of Events) the RFP Coordinator will open and review the Cost Proposals for each qualified Proposer and use a Cost Proposal Summary and Scoring Guide to calculate and document the Cost Proposal scores.

5.3.1 The Owner reserves the right to ascertain the confidence of the cost amount as proposed, and/or the confidence that all work specified under this RFP can be accomplished for the cost amount as proposed without penalty to the Owner of additional cost, project time or quality.

5.3.2 If requested by the Owner, the Proposer shall be prepared to present evidence that a submitted Cost Proposal contains no clerical error, miscalculation, nor other mistake, and/or to provide other clarification of proposed costs submitted by the Proposer.

5.3.3 Upon notification by the Owner, the Proposer shall respond in writing with clarification details, cost breakdowns, or other specification as stipulated by the Owner. If the Proposer fails to provide such evidence, the Owner, at its own discretion, may determine the Proposal to be non-responsive and reject it.

5.3.4 Subsequent to such Cost Proposal review notification by the Owner, the Proposer may elect to withdraw its Proposal due to mistake, and request to withdraw. The request shall be in writing to the RFP Coordinator, delivered in person, by facsimile transmission, by overnight courier service, or by registered mail, postage prepaid. The request shall be made not later than twenty-four hours after the official time of notification by the Owner. Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date. The request for withdrawal shall acknowledge that the Proposer refuses to enter into a contract based on the submitted Cost Proposal. Any Proposer making such request shall be removed from consideration, and evaluation proceedings for the Proposal terminated.

5.4 Non-Responsive Cost Proposal. After opening Cost Proposals, should the Owner determine that a Cost Proposal is non-responsive and rejects the Cost Proposal, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

5.5 Evaluation Notice. The Owner will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Schedule of Events. The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer. The Owner will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Schedule of Events.

5.6 Closure of Evaluation. The State Building Commission's action to approve a Proposer as contractor officially closes the evaluation process. Refer to the RFP Schedule of Events.

5.7 Protest Process. The Owner will allow seven (7) calendar days after the State Building Commission's action for consideration of protests from a Proposer. Written protests shall be submitted to the State Architect who will evaluate the merits of the protest. If the State Architect denies a protest, then the contract process proceeds.

5.8 Appeal. A Proposer may appeal its denied protest to the State Building Commission for further review. The appeal shall be submitted to the State Architect within seven calendar days of notification of a denied protest. State Building Commission determination of a protest is final action. If the State Building Commission's review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds. If, after review of the protest through appeal, the State Building Commission decides in favor of the protest then the result may be RFP cancellation or other resolution.

CONTRACT AWARD & APPROVAL PROCESS

6.1 Contract Award Process. The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency that will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The Owner reserves the right to make an award without further discussion of any proposal.

6.2 Contracting Obligations. The Proposer with the apparent best-evaluated proposal shall agree to and sign a contract with the Owner that shall be substantially the same as the *Pro Forma* Contract. The Owner reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the Owner's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

6.3 Contract Signature Deadline. The Proposer with the apparent best-evaluated proposal shall sign and return the contract drawn by the Owner pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the Owner may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

6.4 Contract Approval. The RFP and the contractor selection processes do not obligate the Owner and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and Owner obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring State agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

6.5 Contract Payments. All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Pro Forma Contract). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the Owner be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

6.6 Contractor Performance. The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Owner. The Owner may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Owner may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Owner requires such an inspection, the Contractor shall provide reasonable access and assistance.

6.7 Contract Amendment.

6.7.1 During the course of this contract, the Owner may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the Owner will provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the Owner and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment.

6.7.2 Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring State agency and must be approved by other State officials as required by State laws and regulations.

6.7.3 The Contractor shall not commence additional work until the Owner has issued a written contract amendment and secured all required approvals

END OF RFP GENERAL REQUIREMENTS

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer shall complete and sign this Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

**PROPOSER LEGAL ENTITY
NAME:**

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION
NUMBER:**
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFQ *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFQ and shall accept all terms and conditions set out in the RFQ *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFQ is accurate.
- 3) The proposal submitted herewith in response to the subject RFQ shall remain valid for at least 120 days subsequent to the date of the Proposal opening and thereafter in accordance with any contract pursuant to the RFQ.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFQ.
- 5) The Proposer shall comply with all of the provisions in the subject RFQ and shall accept all terms and conditions set out in the RFQ *Pro Forma* Contract.
- 6) The Proposer shall provide a contract bond in accordance with the requirements of the RFQ.

**SIGNATURE &
DATE:**

RELATED PROJECT HISTORY FORM

*Include project history form with submitted Proposal & Evaluation Guide, Section B,
for Qualifications and Experience*

Name of Client: _____
Procuring Entity (Federal Agency, State Agency, Municipality, Other)

Proposing Firm or Branch: _____

Address: _____ City: _____ State: _____ Phone: _____

Client Representative knowledgeable about the project work:

Name: _____ Title: _____

Phone: _____ Fax: _____ E-mail: _____

Project Title: _____

Project or Contract Number: _____

Project Location (City, State) _____

Start Date: _____ Completion Date: _____

Program/ Agency Name: _____

Amount of Proposer's Contract: \$ _____

Brief description of the project scope and service(s) provided:

Attach additional pages as necessary

Use this form for submitting projects of Proposer team participants if applicable

CLIENT REFERENCE FORM

State of Tennessee RFP

Proposers: Please instruct your Referees to open this Microsoft Word® form directly from the State website and save to their computer, or provide them this form as a Microsoft Word® 2003 file electronically.
<http://www.state.tn.us/finance/rpa/rfpad.html>

Reference forms are due not later than the Proposal Deadline Date.
This Microsoft Word® file is provided for convenience. The form is designed to be used on a computer.
The response fields expand as text is entered.

Reference Provider: Please record your responses in the fields that are provided. The fields automatically expand as needed. Mail or Email your completed reference form to the RFP Coordinator. Include a letter of transmittal on company letterhead with your signature.

Address to:
Howard Symons, RFP Coordinator
Division of Real Property Administration
Suite 2200 William R. Snodgrass Tennessee Tower
312 Eighth Avenue North
Nashville, Tennessee 37243-0299
Email: Howard.Symons@state.tn.us

Proposer:	
Referenced Project:	
Reference Provider Name:	
Position Title:	
Company Name:	
Telephone Number:	
Email Address:	
Date Reference Completed:	

1. Describe the work/services that the Proposer's company did for you.

--

2. What was the time period (approximately) in which the services were provided?

--

3. What is your overall opinion of the Proposer and the Proposer's staff?

--

4. Discuss your satisfaction or dissatisfaction with the workmanship, technical abilities, professionalism, and interpersonal skills of the project managers and on-site technicians.

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5. Describe any performance problems with the Proposer's personnel.

6. Discuss the Proposer's response to short lead-time, i.e., emergency or special requests.

7. Project completion. Please comment on assigned tasks being completed in compliance with the terms of the contract.

8. Project completion. Please comment on projects being completed on time and within budget.

9. Rate your level of satisfaction with both the appropriateness and quality of the work. Use a scale of one (1) to five (5), with one being "least satisfied" and five "most satisfied."

10. What are the main reasons you would procure this Proposer's services again?

Additional Comments:

Proposal & Evaluation Guide Forms

Statewide Environmental Services

Sections A through C

PROPOSAL & EVALUATION GUIDE — SECTION A

PROPOSER NAME:		
SECTION A — GENERAL BUSINESS REQUIREMENTS		
<p>The Proposer shall address ALL General Business Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general business requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Credentials Proposal copies and Cost Proposal packaged separately. ▪ Credentials Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Credentials Proposal does NOT contain any restrictions of the rights of the Owner or other qualification of the Proposal. <p>The RFP Coordinator will also review the Proposal to determine if the General Business Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the Owner will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # <small>(completed by Proposer)</small>	General Business Items	Owner Use ONLY
		Pass/Fail
	A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.	
	A.2 Insurance: Provide a letter from an insurance/surety agency stating the Proposer's capability to provide insurance for this Project.	
	A.3 Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, telephone number, and e-mail address of the person the Owner should contact regarding the Proposal.	
	A.4 Provide a statement of whether the Proposer or any individual who shall perform work under the Contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.	
	A.5 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last five (5) years, and if so, an explanation providing relevant details.	
	A.6 A statement of whether the Proposer or any of the Proposer's employees or agents, to the best of its knowledge, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony; and if so, an explanation providing relevant details.	

	A.7	Provide a statement listing pending litigation against the Proposer; if such litigation exists, and attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.	
	A.8	Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
	A.9	Describe the Proposer organization's number of employees, type of client base, and location of offices.	
	A.10	Provide the following ratios for the Proposer covering the last three (3) years, calculated according to the generally accepted accounting principles: 1) Quick Ratio and 2) Debt / Worth. The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Proposer prior to the final award of the Contract. If the requested documents do not support the financial stability of the Proposer the Owner reserves the right to reject the proposal.	
	A.11	Provide a list or chart presenting annual dollar workload volume inclusive of number of projects on a per year basis for the last five (5) years and indicate what percentage of such work are Environmental services.	

End of Section A

Statewide Environmental Services

PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:		
SECTION B — QUALIFICATIONS & EXPERIENCE		
The Proposer shall address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).		
Proposal Page # <small>(completed by Proposer)</small>	Qualifications & Experience Items	Owner's Use ONLY
	<p>B.1 Provide a statement on the Proposer's experience at providing Environmental services. A Proposer, to be considered, shall have a minimum of five (5) years of experience in providing the services outlined in the Pro Forma Master Contract.</p> <p>If a Proposer is a joint venture, at least one joint venture party shall have a minimum of five (5) years of said experience and other joint venture party or parties shall have a minimum of three (3) years of said experience.</p> <p>If a joint venture, provide a history of this joint venture relationship.</p>	
	<p>B.2 Provide a brief, descriptive statement indicating the Proposer's certifications and licenses required to deliver the services sought under this RFP.</p>	
	<p>B.3 Provide the following information:</p> <ul style="list-style-type: none"> a. A summary description of three contracts of similar scope and complexity that are underway or have been completed by the Proposer within the last five (5) years. The information for each project shall include specific details on the extent of services provided by this Proposer. A Related Project History Form is provided for the Proposer's use in compiling and presenting this information. b. Arrange for written references to be sent directly to the RFP Coordinator by the reference. Provided references shall report on current or recently completed contracts of similar type, scope and complexity. A Client Reference Form is provided for your reference's use in compiling and presenting their information. The Owner reserves the right to contact references as well as any other source available. 	
	<p>B.4 Provide the following information:</p> <ul style="list-style-type: none"> a. A list of current contracts to which the Proposer is presently committed, and both the dollar volume and time frame for each, and what services are being provided. b. A list of all current contracts with the State of Tennessee, and all State of Tennessee contracts completed within the previous five (5) year period. 	
	<p>B.5 Provide the following:</p> <ul style="list-style-type: none"> a. Résumés of key personnel who shall be assigned by the Proposer to perform duties or services under the Contract. The résumés shall detail each individual's title, education, current position with the Proposer, employment history, and experience highlighting projects of similar scope and complexity that are under construction or have been substantially completed or completed. <p>On the page opposite to the résumé of each individual, please show the corporate organizational chart for this Contract illustrating lines of authority and where this person is positioned. Such personnel shall include, but not be limited to, Senior Leadership, the Project Manager, and other key personnel who may be required.</p>	

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	<p>A principal-in-charge (by whatever name called) shall also be named in key personnel but who may not be exclusively assigned to this Project.</p> <p>b. Provide a reference (a project owner representative) from each of the last three projects that the Senior Project Manager and Project Manager were assigned. Provide a contact name, address, telephone number, email address, and project name and location for each reference. The Owner reserves the right to contact references given as well as any other source available.</p>	
	<p>B.6 Diversity Information: It is the policy of the State of Tennessee to include diversity in its contractual relations with commercial firms. Proposers that presently demonstrate and embrace diversity within their programs and policies are assisting the Owner achieve its goals in building a marketplace more reflective of the community within this State.</p> <p>B.6.1 Proposers shall provide descriptions and information of their present participation in diversity through: 1) business strategy, 2) business relationships, and 3) workforce. (Note: Business relationships include but are not limited to partnering, subcontracting, contracts with materials and equipment suppliers, and special technical or professional services the Proposer procures in order to satisfy contractual obligations.)</p> <p>B.6.2 Diversity Documentation shall detail:</p> <ol style="list-style-type: none"> A description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability, and small business enterprises, both on past and current contracts awarded. A listing of Proposer's current contracts with business enterprises owned by women, persons with a disability, minorities, and small business enterprise firms, including: <ol style="list-style-type: none"> Contract description and total value; Relevant ownership characteristics (i.e., by gender, noting ethnicity and disability); Contact person and telephone number. In a contract awarded to the Proposer pursuant to this RFP, an estimate of the level of participation of business enterprises owned by small business firms, persons with a disability, women, and minorities, including the following information: <ol style="list-style-type: none"> Participation estimate (this is expressed as a percent of the total contract value that will be dedicated to business with anticipated subcontractors, anticipated supply contractors, or other anticipated technical or professional business relationships having such ownership characteristics). The percent of the Proposer's current employees listed by gender, noting ethnicity and disability. (Note: Proposal evaluation will recognize the positive qualifications and experience of Proposers utilizing small businesses, women-owned businesses, minority-owned businesses, and businesses owned by persons with a disability, as well as a diverse workforce, in their Proposal to meet the Owner's service needs.) 	
(Maximum Section B Score = 40)		
SCORE (for all Section B items above, B.1 through B.6):		

End of Section - B

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Statewide Environmental Services
PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:		
SECTION C — CONTRACT APPROACH		
The Proposer shall address ALL Project Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).		
Proposal Page # <small>(completed by Proposer)</small>	Contract Approach Items	Owner's Use ONLY
	C.1 Provide a descriptive statement indicating the Proposer's approach to delivering the various services sought under the RFP.	
	C.2 Describe how the Proposer intends to address utilization of other professional design disciplines when needed, and utilization of subcontractors. Identify subcontractors qualified for environmental services the Proposer intends to utilize in the fulfillment of this Contract, with a description of the scope and portions of the work the subcontractors will perform.	
	C.3 Provide a comprehensive narrative, captioned "Contract Staffing Plan," that illustrates how the Proposer will staff Contract tasks. This Plan shall include the proposed management team, including information on its sources of labor, skill training, and safety training capabilities. The Plan shall include: a. Identity of the Proposer's Contract management team which cannot be substituted without written approval of the Owner. Proposer's staffing for this Statewide Contract is indicative of their ability to provide professional management and technical personnel. The Proposer's Contract management team shall include at a minimum a Senior Project Manager, dedicated Nashville personnel, field (on site) supervisor, and technical personnel of the Proposer in relation to their role in performing tasks. b. The amount of time (in percentage) that key personnel will be committed to processes associated with this Contract.	
	C.4 Provide a brief descriptive summary as to the Proposer's approach to tracking and reporting: Describe your firm's approach and procedures for tracking and reporting, including scheduling and accounting.	
	C.5 Quality Control: Describe how your firm implements quality control throughout project phases.	
<i>(Maximum Section C Score = 30)</i>		
SCORE (for all Section C items above, C.1 through C.5):		

COST PROPOSAL FORMAT

Statewide Environmental Services RFP

SBC No. 529/000-0x-2008

NOTICE TO PROPOSER:

This Cost Proposal shall specifically record the exact cost proposed in the appropriate space(s) as required herein. Said proposed costs should incorporate all overhead and profit for the Contractor's proposed scope of services during the contract period.

This Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of proposed costs. If the Proposer fails to specify the costs as required, the State shall determine the Cost Proposal to be non-responsive.

The Proposer shall sign and date the Cost Proposal.

Proposer Name

In the spaces provided, the Proposer shall indicate the hourly rate for each personnel category, as listed, and as outlined in *Personnel Category Descriptions And Qualifications*. These rates cover services as proposed, including services as defined in the *pro forma* contract Scope of Services of the RFP.

The Proposer's Cost Proposal shall be expressed as an amount greater than "0" for each category of personnel and shall be the Proposer's inclusive offer proposed for the scope of services required by this RFP for the duration of the Contract Term. Proposed rates should be stated to two decimal places (e.g. \$100.00), and an hourly rate shall be given for each Personnel Category. Otherwise, the cost proposal will be considered non-responsive.

For the purposes of this RFP, the offered dollar amounts will be multiplied by a weighting factor for Cost Proposal scoring purposes as indicated below. The weighting factor represents an estimated intensity of use for the respective Personnel Categories. The Total Weighted Cost Value will be the number used for competitive scoring purposes. Descriptions of personnel categories and respective qualifications for each position are described in detail in *Personnel Category Descriptions And Qualifications*.

Professional Disciplines specified in this Cost Proposal Format are grouped by like discipline and listed in order of professional seniority. In no case shall proposed hourly rates for personnel positions of lower seniority exceed proposed rates for senior personnel positions within the same professional discipline.

Proposer Name

	Personnel Category	Proposed Hourly Rate	Weighted Multiplier	Weighted Cost Value
1.	Principal - In - Charge	\$	1	
2.	Senior Project Manager	\$	3	
3.	Project Manager		10	
4.	Senior Engineer	\$	3	
5.	Staff Engineer	\$	10	
6.	Senior Industrial Hygienist	\$	3	
7.	Staff Industrial Hygienist	\$	10	
8.	Senior Geologist	\$	3	
9.	Staff Geologist	\$	10	
10.	Senior Environmental Specialist	\$	3	
11.	Staff Environmental Specialist	\$	10	
12.	Environmental Technician	\$	10	
13.	Information Technology Analyst	\$	5	
14.	CADD Operator	\$	5	
15.	Draftsperson	\$	5	
16.	Clerical	\$	5	
Total Weighted Cost Value				

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature

Date

RFP

PROPOSAL SCORE SUMMARY MATRIX FORMAT

	Qualification & Experience Maximum 40 Points						Technical Maximum 30 Points						Q&E+T			
Evaluator	1	2	3	4	5	Median	1	2	3	4	5	Median	Total Q&E+T	Normalized Q&E+T	Cost	Total
Proposer																
Proposer A																
Proposer B																
Proposer C																
Proposer D																
Proposer E																
Proposer F																

The Median of the scores of all evaluators for the Q&E+T will be totaled, and then these raw scores will be normalized to give the highest Proposer raw score a value of 70 points. The formula is:

$$\frac{\text{Proposers Median Score Total Q\&E+T}}{\text{Highest Median Score Total Q\&E+T}} \times 70 \text{ Points}$$

The Total Cost amount from the Cost Proposal will be used to calculate a Cost score using the formula below. The Cost score will be entered in this matrix format and added to the Normalized score for Q&E+T to determine a Total Score. The highest combined score will be the apparent best-evaluated Proposer.

$$\frac{\text{Lowest Cost Amount for all Proposals}}{\text{Cost Amount Being Evaluated}} \times 30 \text{ Points}$$

Calculations shall result in numbers rounded to two decimal places.

RFP Coordinator

Date

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STATEWIDE ENVIRONMENTAL SERVICES

PRO FORMA CONTRACT

The Pro Forma contract detailed in this sample contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" or "Owner" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of statewide comprehensive environmental services as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. The CONTRACTOR shall provide professional environmental consulting, monitoring, response, investigation, assessment, and remediation services as the State may require and concerning compliance with local, state, and federal laws, regulations, and rules including CFR Title 40, TCA Title 68, and TDEC Rules 1200.
- A.2. The CONTRACTOR shall provide such professional assistance including, but not limited to, site visitation and investigation, surveys, testing, analyses, and related work as the STATE may request.
- A.3. The CONTRACTOR shall provide required environmental services on a statewide basis, at locations designated by the State's Contract Administrator.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on Contract Start Date through Contract Completion Date. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term no greater than five years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty [30] days prior to the contract expiration date.

An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

- B.3. In Process Work Term Extension. The Owner reserves the right to extend this Contract for a period beginning at the end of the final term for the purpose of completing all environmental task activities associated with any authorized work initiated during the term(s) of this Contract.

06 03 01

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed XXX (\$XXX,000) for the Contract Term unless modified by a written amendment to this Contract. This amount shall constitute the entire compensation due the Contractor for environmental services and all of the Contractor's obligations hereunder for this Contract. The Contract amount includes, but is not limited to, all applicable taxes, fees, overhead, profit and all other direct and indirect costs incurred or to be incurred by the Contractor regardless of the difficulty, hours worked, or materials or equipment required.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Contract Sections C.4. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any amount of work from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on Direct Amount Rates for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of services defined in Contract Section A.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

- C.4. Compensation Basis. Compensation for the Contractor is applicable to all environmental services authorized by the State, and applicable to fees for Additional Services as described the Contract.

Each fee is a direct amount that includes, but is not limited to, all applicable taxes, fees, overhead, profit and all other direct and indirect costs incurred or to be incurred by the Contractor regardless of the difficulty, hours worked, or materials or equipment required.

C.4.a. Direct Amount Rates

The following is a schedule of direct amount hourly fee rates per Contractor personnel categories applicable for this Contract. Descriptions of personnel categories and respective qualifications for each position are described in detail in RFP Component 06 04 02, *Personnel Category Descriptions And Qualifications*.

	Personnel Category	Proposed Hourly Rate
1.	Principal - In - Charge	\$
2.	Senior Project Manager	\$
3.	Project Manager	\$
4.	Senior Engineer	\$
5.	Staff Engineer	\$
6.	Senior Industrial Hygienist	\$
7.	Staff Industrial Hygienist	\$
8.	Senior Geologist	\$

9.	Staff Geologist	\$
10.	Senior Environmental Specialist	\$
11.	Staff Environmental Specialist	\$
12.	Environmental Technician	\$
13.	Information Technology Analyst	\$
14.	CADD Operator	\$
15.	Draftsperson	\$
16.	Clerical	\$

C.4.b. Specialized Services Consultant Multiplier

When necessitated by project requirements, and at the discretion of the State, the Contractor shall engage consultants or service-providers of specialized services, for example, asbestos sampling and laboratory analysis.

The multiplier for specialized services providers or consultants is one and twenty hundredths (1.20) times the amount as billed to the Contractor. All such services and rates shall be authorized in writing in advance by the State.

C.5. Rate Adjustment. A rate adjustment will be permitted for all rates included in this Contract as set in Section C.4.a above. This Contract shall become eligible for rate adjustment effective at the close of the initial contract term. Rate adjustment shall come into effect in conjunction with the initial contract term extension provision, (See Contract Section B.2), should that term extension be executed. Additional rate adjustments may be initiated over the course of the Contract. No more than one rate adjustment per contract year shall be permitted.

C.5.a. Rate adjustment shall be by a percentage equal to eighty-five percent (85%) of the change in the Implicit Price Deflator for State and Local Government computed from the calendar quarter preceding the start of the contract through to the calendar quarter preceding the quarter of the adjustment.

C.5.b. The Implicit Price Deflator (IPD) for State and Local Government is that number published by the Bureau of Economic Analysis, US Department of Commerce. The IPD ratio is provided in the Table 1.1.9. "Implicit Price Deflators for Gross Domestic Product" under the State and Local Government category. (See RFP Form 07 00 03)

C.6. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. Claims may be submitted only for travel approved by State. No charges shall be allowed for travel within the county of the Contractor's office or between the Contractor's office and the Office of Real Property Administration in Nashville.

C.7. Additional Services Compensation. Compensation for the Contractor applicable to payment for Additional Services shall be based upon a multiple of direct expense as follows, for authorized Additional Services as detailed in this Contract. Payment shall be made in accordance with Contract sections C.1 through C.5 above.

C.7.a. Principal's time at a fixed rate, in dollars per hour, not to exceed One Hundred Twenty-Five Dollars (\$155.00) per hour.

C.7.b. Employee's time computed at a multiple of two and forty-five hundredths (2.45) times the employee's Direct Personnel Expense, not to exceed the maximum hourly rate of One Hundred Twenty-Five Dollars (\$155.00) per hour.

- C.7.c. Professional Consultants engaged for mechanical, structural, electrical, civil, or architectural services, at a multiple of one and twenty one hundredths (1.20) times the amount billed to the Contractor, computed in accordance with (a) and (b) above.
- C.7.d. Prior to any payment the Contractor shall submit monthly invoices in form and substance acceptable to the State, with all of the necessary supporting documentation. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated as detailed in the Service Project scope.
- C.7.e. Additional Services costs which are not allowable as reimbursable expenses include, but are not limited to: postage, delivery, courier services, costs for design submittals, construction documents, correspondence, telephone charges, facsimile charges, photocopying, blueprinting, and other document duplication costs, film development, or the costs of preparing and assembling reports associated with the Additional Services.
- C.8. Principal(s) shall be defined as those legally empowered to bind the Contractor to the terms and conditions of this contract. "Employees shall be defined as all employees of the Contractor firm other than Principal(s).
- C.9. Direct Personnel Expense includes that of employees engaged on the project by the Contractor, including architects, engineers, designers, drafting technicians, specification writers, field administrators and clerical staff in consultation, research, design, production of drawings, specifications, and other documents pertaining to the project, observations and inspections of construction of the project.
- Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits and limited to no more than thirty (30) percent of base salary cost.
- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.11. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.13. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State will give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State will have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination", "Prohibition of Illegal Immigrants", "Records", and "Monitoring" (sections D.6. through D.10 following). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who shall utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Owner a completed and signed copy of the standard form entitled "Personnel used in Contract Performance" with each application for payment. This form is provided in the Contract Documents. Such attestations shall be maintained by the Contractor and made available to Tennessee State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who shall utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to Tennessee State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section shall be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or

services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State will have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it shall be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Steve Westerman, Program Administrator
Department of Finance and Administration
Real Property Administration
312 8th Avenue North, Suite 2200
Nashville, TN 37243
Phone: 615-741-1563
Fax: 615-741-6191

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. Central Time. When requested by the State, any communication by facsimile transmission shall also be sent by United States Postal Service on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. State Ownership of Work Products. The State will have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State will have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document, its attachments and referenced components
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State will be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.9. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.10. HIPAA Compliance. Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and shall comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it shall cooperate with the State in the course of performance of the contract so that both parties shall be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor shall sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

End of Contract Terms

IN WITNESS WHEREOF:

BY CONTRACTOR: _____
[CONTRACTOR LEGAL ENTITY NAME]: _____

Signature: _____ Date _____

Name: _____

Title: _____

AND BY OWNER: STATE OF TENNESSEE
Department of Finance and Administration

APPROVED: _____
Michael A. Fitts, State Architect: _____ Date _____

APPROVED: _____

M.D. Goetz, Jr. Commissioner
Department of Finance and Administration: _____

_____ Date

APPROVED: _____

John G. Morgan, Comptroller of the Treasury
for compliance with policy and statute

_____ Date

APPROVED: _____

Robert E. Cooper, Jr., Attorney General
for form and legality

_____ Date

Statewide Environmental Services

PERSONNEL CATEGORY DESCRIPTIONS AND QUALIFICATIONS

- 1. Principle-in-Charge**
Responsibility: Provides oversight of all staff in Contractor's local office, including assignment of Staff to specific projects and overview of Project Managers and Senior Level Staff.
Qualifications: Must be State of Tennessee registered Professional Engineer, Professional Geologist, or related field. Must have a minimum of ten (10) years full time experience in performing work contained by the scope of this contract, as well as ten (10) years experience as a supervisor of professional staff.
- 2. Senior Project Manager**
Responsibility: Is the principal Contractual liaison with the State, and provides assignment of project tasks and daily supervision of staff members.
Qualifications: Must be State of Tennessee registered Professional Engineer, Professional Geologist, or related field. Must have a minimum of ten (10) years of increasingly responsible experience in the work of this contract. Must have a minimum of five (5) years of experience of supervising professional staff.
- 3. Project Manager**
Responsibility: Assists Senior Project Manager in assigning and monitoring project tasks. Attends project meetings and tracks entire project for reporting.
Qualifications: Must be a State of Tennessee registered Professional Engineer, Professional Geologist, or have credentials in a related field. Must have a minimum of five (5) years of increasingly responsible experience in the work of this contract. Must report directly to the Senior Project Manager.
- 4. Senior Engineer**
Responsibility: Plans and oversees investigation, design, and implementation of solutions to engineering related problems, environmental assessments, remedial actions. Must have expertise in areas including hazardous chemical storage, remediation systems, and SPCC Plans. Knowledge of water and wastewater treatment systems is beneficial.
Qualifications: Must be a State of Tennessee registered Professional Engineer with a minimum of seven (7) years of increasingly responsible experience as a registered engineer in engineering work specific to the scope of this contract.
- 5. Staff Engineer**
Responsibility: Conducts investigations, design and implementation of solutions to engineering related problems, environmental assessments, remedial actions. Must have expertise in areas including hazardous chemical storage, remediation systems, and SPCC Plans.
Qualifications: Must be a State of Tennessee registered Professional Engineer with a minimum of four (4) years of increasingly responsible experience in performing work specific to the scope of this contract
- 6. Senior Industrial Hygienist**
Responsibility: Plans and oversees investigation, remediation, and monitoring of environmental factors that may or do affect public health. Must be experienced in conducting inspections and sampling for mold and other indoor air contaminants, asbestos, lead, and radon testing.
Qualifications: Must have CIH certification from American Board of Industrial Hygiene. A minimum of seven (7) years of increasingly responsible experience as a CIH in performing work specific to the scope of this contract.

Statewide Environmental Services
PERSONNEL CATEGORY DESCRIPTIONS AND QUALIFICATIONS

7. Staff Industrial Hygienist

Responsibility: Investigates, remediates, and monitors environmental factors that may or do affect public health. Must be experienced in conducting inspections and sampling for mold and other indoor air contaminants and hazardous materials such as asbestos and lead.

Qualifications: Must have a minimum of five (5) years of increasingly responsible experience in environmental work specific to the scope of this contract.

8. Senior Geologist

Responsibility: Plans and oversees investigations requiring a detailed knowledge of the geologic conditions of the State and the effects of these differing geologic conditions have on contaminant movement, containment, and remediation. Must be experienced in overseeing a wide variety of drilling operations, aquifer testing, monitoring well installations, sample logging and collection, and data acquisition and interpretations.

Qualifications: Must be a State of Tennessee registered Professional Geologist having held that accreditation for a minimum of seven (7) years. Must have a minimum of ten (10) years of increasingly responsible experience in performing work specific to the scope of this contract.

9. Staff Geologist

Responsibility: Conducts investigations requiring a detailed knowledge of the geologic conditions of the State and the effects of these differing geologic conditions on contaminant movement, containment, and remediation. Must be experienced in overseeing a wide variety of drilling operations, aquifer testing, monitoring well installations, sample logging and collection, and data acquisition and interpretations. Must be a State of Tennessee registered Professional Geologist.

Qualifications: Must have a minimum of four (4) years of increasingly responsible experience in performing work specific to the scope of this contract.

10. Senior Environmental Specialist

Responsibility: Conducts environmental assessments, investigation and remedial actions relative to their particular discipline, with a minimum of seven (7) years of increasingly responsible experience in their field of environmental work specific to the scope of this contract. Knowledge of OSHA Compliance is beneficial.

Qualifications: Minimum of Bachelor's degree in engineering, geology, biology, microbiology, chemistry, or similar discipline from a fully accredited university is required. Post-graduate work in an appropriate science may be substituted on a year for year basis for experience.

11. Staff Environmental Specialist

Responsibility: Conducts environmental assessments, investigations and remedial actions relative to their particular discipline. Must have a working knowledge of air soil and water sampling techniques, health and safety issues, and risk assessment. Knowledge of OSHA compliance is beneficial.

Qualifications: Bachelor's degree in engineering, geology, biology, microbiology, chemistry, or similar discipline from a fully accredited University, with one (1) year full time increasingly responsible experience in their field in environmental work specific to the scope of this contract. Full-time post graduate work in an appropriate discipline may be substituted for experience.

12. Environmental Technician

Responsibility: Assists in conducting environmental assessment investigations; can perform substantial tasks in the field without supervision.

Qualifications: Must have a minimum of a High School Diploma and one (1) year full time increasingly responsible experience in environmental work experience specific to the scope of this contract.

Statewide Environmental Services
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13. Information Technology Analyst

Responsibility: Maintains databases and manages electronic information related to the work of the contract.

Qualifications: Must have a minimum of five (5) years experience in the IT field, experience in database management and information management, or a technical degree plus two (2) year experience in database management and information management.

14. CADD Operator

Responsibility: Creates scaled maps and architectural/engineering drawings of professional quality using AutoCADD, Microstation, or similar programs.

Qualifications: Required minimum qualifications include three (3) years full time experience and education relating to drafting and cartography or an associate degree with emphasis on drafting and CADD programs and one (1) year experience.

15. Draftsperson

Responsibility: Creates scaled maps and drawings of professional quality. Works at the direction of others.

Qualifications: Has a working knowledge of AutoCADD, Microstation, or similar programs.

16. Clerical

Responsibility: Performs secretarial, bookkeeping and other office functions, including at least general word processing and other general clerical duties.

Qualifications: Must have at least a High School Diploma.

End of Section

Rate Adjustment Formula

Implicit Price Deflator for State and Local Government

Formula used in adjusting fees:

The Implicit Price Deflator Index number for State and Local Government is that number published by the Bureau of Economic Analysis of the United States Department of Commerce. The Implicit Price Deflator ratio is provided in Table 1.1.9. "Implicit Price Deflators for Gross Domestic Product" under the State and Local Government category.

The adjustment shall be by a percentage equal to eighty-five percent (85%) of the change in the Implicit Price Deflator index number, computed from the calendar quarter at the start of the contract through to the calendar quarter preceding the quarter of the adjustment. For the purposes of this Contract, that period will be those quarters beginning _____ (20XX-x) and ending _____.(20XX-x).

The Rate Adjustment Formula can be expressed as follows:

$$R2 = ((((D2 - D1) \times 0.85) / D1) + 1) \times R1$$

R2 = rate after adjustment	D2 = deflator number for the quarter immediately preceding the quarter of the adjustment	D1 = the quarterly deflator number at the start of the contract	R1 = original rate to be adjusted
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(Note: The State adjusts fees for eighty-five percent (85%) of the total change in inflationary effect. The State allows adjustment only for a portion of the fee amount appropriate for the providing of professional services. The State does not pay inflation on profit.)

The web site to view Bureau of Economic Analysis tables can be accessed from:

<http://www.bea.gov/bea/dn/nipaweb/index.asp>

Select the option, "Choose a table from a [list of All NIPA Tables](#)". Proceed to the following table:
"Table 1.1.9. Implicit Price Deflators for Gross Domestic Product (A) (Q) "
Line 24 of Table 1.1.9 displays the Implicit Price Deflator index for State and Local Government.